

COLLECTIVE BARGAINING AGREEMENT

X January 1, 1985 - December 31, 1987

between the

NEW JERSEY CIVIL SERVICE ASSOCIATION
COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1044,
BORDENTOWN TOWNSHIP UNIT

and the

Bordentown Township (Employees)
TOWNSHIP OF BORDENTOWN

THIS AGREEMENT, made and entered into this 12th day of November, 1985, by and between the **TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BORDENTOWN**, a body corporate and politic, hereafter referred to as the "Township"; and **NEW JERSEY CIVIL SERVICE ASSOCIATION, COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1044, BORDENTOWN TOWNSHIP UNIT**, hereafter referred to as the "Representative";

IN CONSIDERATION of the mutual promises contained herein, IT IS HEREBY AGREED AS FOLLOWS:

1. **PURPOSE:** It is the desire of the parties to promote a harmonious relationship between one another, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties concerning

terms and conditions of employment, reached as a result of good faith negotiations.

2. RECOGNITION OF BARGAINING UNIT: The Township recognizes the Representative as the sole and exclusive collective negotiating representative for the full time permanent employees; excepting managerial executives; confidential employees, such as, but not limited to clerical staff in the Business Administrator's office; administrative or supervisory employees, who are compensated on an annual salary basis such as, but not limited to, the Business Administrator; Director of Community Development and Code Enforcement; Director of Public Works; Tax Collector; Tax Assessors; and also excluding part time, provisional, temporary or seasonal employees and further excluding the Chief of Police and any Lieutenants, Sergeants and Patrol Officers in the Police Department.

3. NON-DISCRIMINATION: The Township and the Representative agree that all provisions of this Agreement shall be applied equally to all employee members of the Representative in compliance with applicable law against discrimination as to race, color, creed, national origin, age, sex, marital status or political affiliation or membership or legitimate activity in the Representative. Any references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Representative membership.

4. MANAGEMENT RIGHTS: The Township shall have the right

to determine all matters concerning the management or administration of the Township, subject to the provisions of this Agreement.

The Township shall have the right to make such reasonable rules and regulations respecting the on-duty conduct of the member employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. The Township agrees prior to the adoption of such additional rules and regulations to first advise the President of the Representative of the proposed rule or regulations and afford the members of the Representative the opportunity to be heard, but this shall not be applicable to existing rules and regulations.

5. GRIEVANCE PROCEDURE:

A. A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters within the jurisdiction of the Department of Civil Service, including but not limited to suspensions, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

B. No settlement of a grievance shall contravene the provisions of this Agreement.

C. A day, as used in this Agreement where the time limit is established as ten (10) days or less, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays. A day, as used in this Agreement where the time limit is established as eleven (11) days or more, is defined as a calendar day, except that where the last day upon which an action may or shall

be taken falls on a Saturday, Sunday or official Township holiday, then the action shall be valid if taken on the next following day on which the Township offices are open for business.

D. An aggrieved person must verbally present the grievance to (1) the Chief of Police for employees assigned to the Police Department or (2) to the Township Administrator for all other employees within five (5) days of the occurrence of the event giving rise to the grievance. The supervisor shall attempt to adjust the matter within five (5) days by meeting with the aggrieved person and shall render a decision.

E. If the aggrieved person is not satisfied with the decision required in Paragraph D, or if no decision is rendered within the five (5) day period, the grievance shall be reduced to writing by the aggrieved person and presented to the Township Administrator within five (5) days after the decision is rendered or after the expiration of the five (5) day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the first level of this procedure and upon the President of the Representative. The Township Administrator or the designated representative of the Township Administrator shall meet with the aggrieved person, the President of the Representative and the individual rendering the decision at the first level of this

procedure. The decision of the Township Administrator shall be rendered, in writing, within thirty (30) days after the grievance is presented to the Township Administrator with copies to the Township Committee and to the President of the Representative.

F. If the aggrieved person is not satisfied with the decision rendered in Paragraph E or if no decision is rendered within the thirty (30) day period, it shall be presented to the Township Committee within five (5) days after the decision is rendered or after the expiration of the thirty (30) day period provided for in Paragraph E, if no decision is rendered. The written grievance shall include the information set forth in Paragraph E and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Township Administrator and the President of the Representative. The Township Committee may meet with the aggrieved person and such other individuals whom the Township Committee may determine to be necessary or appropriate for the purpose of adjusting or resolving the grievance. The Township Committee shall render a final written decision on the grievance within thirty (30) days after receipt of the written grievance.

G. In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Section F, the Representative may, within ten (10) days after the decision of the Township Committee or within ten (10) days after the 30th day next following the date the grievance was received by the Township Committee, whichever shall first occur, serve notice on the Township Committee that the matter is being referred to final, binding

arbitration. The arbitrator shall be chosen according to the provisions of N.J.A.C. 19:12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

H. The aggrieved person shall have the right to appear alone or with a representative of his or her choice.

I. Any grievance arising out of the provisions of this Agreement relating to PERSONAL DAYS or to LONGEVITY shall be initiated by filing the grievance with the Township Administrator.

J. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

6. SALARY: It is agreed that each employee covered by the terms of this Agreement shall receive an increase, which shall be effective as of January 1, 1985, in the basic hourly rate of pay so that the 1985 rate is six (6%) percent higher than the basic hourly rate of pay in 1984.

It is further agreed that each employee covered by the terms of this Agreement shall receive an increase, which shall be effective as of January 1, 1986, in the basic hourly rate of pay so that the 1986 rate is five and one-half (5.5%) percent higher than the basic hourly rate of pay in 1985.

It is further agreed that each employee covered by the terms of this Agreement shall receive an increase, which shall be effective as of January 1, 1987, in the basic hourly rate of pay so that the 1987 rate is five and one-half (5.5%) percent higher than the basic

hourly rate of pay in 1986.

The Ordinance to implement this Agreement shall be introduced within thirty (30) days after the execution of this Agreement and any retroactive pay adjustments shall be paid within thirty (30) days after the final enactment of the Ordinance.

In the event that any employee receives an adjustment in their individual salary rate that establishes their salary rate at a higher rate than the minimum established in this agreement, then the percentage increase for the appropriate year shall be applied to their individual salary rate to determine the appropriate rate of pay in subsequent years.

During the term of this Agreement, any new employee hired in one of the positions designated above shall receive a base salary rate as shall be solely determined by the Township. It is understood that the salary rates established in this Agreement are contemplated as being applicable to the experienced employees presently holding those positions. The amount of any increased compensation by reason of promotion or job responsibilities shall be solely determined by the Township.

The Township shall have the right to make awards for meritorious service to employees who perform in an exemplary manner. The determination of the recipients and the amount of the awards shall be within the exclusive discretion of the Township.

7. HOLIDAYS. The Township shall designate by Resolution twelve (12) holidays each year, applicable to members of the Representative. Any additional holidays granted generally to Township Employees will be made applicable to members of the

Representative.

In the event that a designated holiday falls within an employee's vacation period, the employee shall receive an additional day of vacation. This provision is only applicable to those employees who work a regular five day work week and shall not apply to those employees who work on shifts and receive their holiday pay in a single lump-sum payment.

Employees who are required to work on a holiday by reason of rotating shift requirements shall receive holiday pay for the twelve designated holidays in a single lump-sum payment to be paid between December 1st and December 15th of the applicable year at the regular rate of pay. Those employees shall also be compensated at the rate of one and one-half times the regular rate for time actually worked on the designated holiday with payment to be included in the next regular pay check following the holiday.

The holiday pay for each employee shall be calculated on the basis of the rate of pay to which that employee is entitled on the date of each holiday. Thus, if an employee has an increase or decrease in the applicable pay rate during the year, the holiday pay for holidays after the payroll change shall reflect the appropriate increase or decrease.

All other employees who are required to work on a holiday shall receive compensation at the rate of one and one-half times the regular rate for time actually worked on the designated holiday with payment to be included in the next regular pay check following the holiday.

8. PERSONAL DAYS. Each member of the Representative shall

be allowed three (3) personal days with pay for personal leave purposes. The Township Administrator shall have the right to approve or disapprove requests for the use of personal days. The use of a personal day will not be approved where, in the opinion of the Township Administrator, the use of the personal day would negatively affect the ability of the Township to provide required services. Personal days shall not accumulate from year to year. No specific reason need be given by an employee when a personal day is requested.

As between employees, seniority shall be considered in determining which employee shall be entitled to a specific personal day. Once approval has been given for use of a personal day, however, the employee shall not be required to change or surrender the approved personal day in order to accommodate another employee with greater seniority.

9. **VACATION:** Member employees shall be entitled to an annual paid vacation as follows:

<u>COMPLETED YEARS OF</u> <u>CONTINUOUS SERVICE</u>	<u>DAYS OF PAID</u> <u>VACATION</u>
Up to 1	One day per month
1 to 5	12
6 to 12	15
13 to 20	20
21 or more	25

Vacation periods shall be coordinated and established by the Chief of Police for all employees assigned to the Police Department and by the Township Administrator for all other employees. Any unused vacation time shall not accumulate from year to year.

Employees shall submit their vacation requests by January 31 of a calendar year, or if in January or the first week of February, at least one week in advance. Written notification of approval or disapproval of the vacation request shall be given to the employee by March 1st.

No department head shall deprive an employee of a weekend as a part of his vacation.

The computation of years of service for vacation purposes will include as a full year of service, the year in which the employee's employment anniversary occurs.

10. SICK LEAVE: It is the intention of sick leave to accommodate those employees who are unable to report for work due to illness. Accordingly, member employees shall be entitled to sick leave annually as follows:

<u>COMPLETED YEARS OF</u>	<u>DAYS OF PAID</u>
<u>CONTINUOUS SERVICE</u>	<u>SICK LEAVE</u>
Up to 1	One day per month
1 or more	15

Members shall be entitled to accumulate sick leave without restriction from year to year.

The Township may require acceptable medical evidence of illness on the form prescribed. The nature of the illness shall be stated on the doctor's certificate along with a statement from the doctor as to the prognosis.

The Township may require that the certificate be provided by a doctor designated by the Township. The Township may require a further certificate from a doctor designate by the Township that the

employee is physically able to return to full work duties. In any case where the Township requires a certificate from a doctor designated by the Township, the charges of that doctor relating to the examination and the issuance of the certificate shall be the responsibility of the Township.

An employee who does not expect to report for work because of personal illness shall notify his/her immediate superior, or some other person in his/her particular employment unit, as shall be established by regulation within the particular department, by telephone or personal message, on or before the beginning hour of work for his/her position.

Each member employee of the Township shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited on the effective date of retirement. The supplemental compensation payment shall be computed at the rate of one-half of the daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of service prior to the effective date of retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$12,000.

11. WORKER'S COMPENSATION INSURANCE: As required by law, the Township shall provide, at its sole expense, worker's compensation coverage for each member employee. This coverage may be provided on an insurance basis or on a self-insured basis by the Township.

12. LONGEVITY: A member of the Representative who has

completed the indicated number of years of continuous full-time employment with the Township shall be entitled to the specified longevity payment, provided that the periods of continuous service shall have been completed prior to December 1 in each year. The members of the Representative entitled to longevity payments shall be compensated by a single lump sum payment between December 1 and December 15 representing the longevity payment:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAYMENT</u>
5	\$ 250.00
10	\$ 500.00
15	\$ 750.00
20	\$1,000.00
25	\$1,250.00
30	\$1,500.00

13. OVERTIME: From the date of execution of this Agreement, any member employee who shall work more than 40 hours during the established 7 day work period or more than 8 hours during the established 24 hour work day shall be compensated for the hours worked over 40 or 8, as the case may be, at one and one-half times his/her normal hourly rate. When time changes due to going on or leaving daylight savings time occur, the employee will be paid for the actual time worked, whether 7 hours or 9 hours at straight rate time. In determining whether more than 40 hours were worked in a 7 day period, days used as Personal Days, Vacation Days, Holidays or Bereavement Days shall be considered as days worked, provided the employee did actually work on a benefit day for which he or she was not originally scheduled to work.

Police Dispatchers who are called in for extra duty shall be allowed 15 minutes of compensable time for travel in reporting for duty and an additional 15 minutes of compensable time for travel in returning home from the extra duty.

Court personnel who are called in for extra duty shall be guaranteed work for a minimum of two (2) hours when called in for that extra duty.

Employees in the sewer and/or road departments called into work on a regularly schedule day off shall be guaranteed work for a minimum of four (4) hours.

Members shall be normally assigned to work only 5 days in the 7 day period, except for emergencies.

Overtime shall be distributed equally insofar as practical, among the employees who are classified to perform the required work. Authorized overtime is subject to approval of the department head, who will diligently attempt to give employees advance notice on all overtime work.

All employees are subject to being called for duty in an emergency. Whenever reasonably possible, employees scheduled for vacation shall be the last to be called for emergency duty.

For purposes of payroll calculations the work week shall commence at 12:01 A.M. Saturday.

14. INSURANCE: There shall be provided for all members the following insurance:

A. Blue Cross (280 Plan Coverage) - the Township to be responsible for the premium cost for family coverage.

B. Blue Shield (780 Plan Coverage) - the Township to be

responsible for the premium cost for family coverage.

C. Major Medical (Rider J Coverage) - the Township to be responsible for the premium cost for family coverage.

D. A member who retires shall be eligible to continue to be a member of any insurance group specified above for a period of two years after the date of retirement, provided (1) the insurance company will allow this; (2) the retired member pays the full cost thereof, the payment of which is to be made to the Township Treasurer on or before December 1, March 1, July 1, and September 1 preceding the quarter for which coverage is sought. Retired members who fail to make the quarterly payment within thirty (30) days of the due date will be dropped without notice and will not be entitled to re-enroll. Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Civil Service or the Division of Pensions.

G. The surviving spouse and dependent children of a member, who was a full-time employee of the Township at the time of the member's death, shall be entitled to continue to participate in the insurance coverages set forth in paragraphs A. (Blue Cross), B. (Blue Shield), and C. (Major Medical) for a period of two (2) years after the death of the member, provided that the surviving spouse and dependent children pay the full cost of the insurance coverage. The payment is to be made to the Township Treasurer on or before December 1, March 1, July 1 and September 1 preceding the quarter for which coverage is sought. If the surviving spouse and dependent children fail to make the quarterly payment within thirty (30) days of the due date, they will be dropped without notice and will not be entitled to

re-enroll. This entire provision shall further be subject to the continued participation being permitted by the insurance company providing the coverage.

H. Effective December 1, 1985, or the first day of the month following the ratification and execution of this Agreement, whichever is later, the Township will provide a prescription plan through Boyd's Pharmacy for each employee. The obligation of the Township shall be to pay the premium for such coverage at a rate not to exceed \$80.00 per year for single coverage; \$165.00 per year for husband & wife coverage; and \$200.00 per year for family coverage. Any premium in excess of that specified shall be paid by the individual employee and shall be deducted from the wages of that employee. It is understood and acknowledged that the prescription plan currently offered by Boyd's Pharmacy requires a co-payment by the employee in the amount of \$2.00 per prescription and that certain other limitations apply in accordance with the contract between Boyd's Pharmacy and the Township.

15. PUBLIC EMPLOYEES RETIREMENT SYSTEM: The Township shall make the payments required of the Township by law to the Public Employees Retirement System.

16. GENERAL WORK PROVISIONS:

A. WORK SCHEDULES:

The regular starting time of work shifts will not be changed without reasonable notice to the affected employees, and without first having discussed such changes with the department representatives of the Representative.

Where the nature of the work involved requires continuous

operations on a twenty-four hour per day, seven days per week basis, qualified, willing, able employees so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that said employees will have an equal share of Saturdays, Sundays and Holidays off, distributed evenly as possible throughout the year.

An employee on weekly stand-by duty will receive four (4) hours pay for each week on stand-by duty.

The Township shall provide one pager or beeper for an employee on stand-by duty. In the event an employee fails to respond when paged or beeped, it shall be considered as neglect of duty, except where it is shown that the pager or beeper is malfunctioning. Upon the first violation the employee shall receive a written reprimand, with a copy to the President of the Representative; on the second violation, the employee shall be assessed or fined one day's pay; and on the third violation, the employee shall be disciplined as deemed appropriate by the Township. The member employee accepting use of the pager or beeper shall be responsible for loss or damage or replacement.

B. WORK IN HIGHER CLASSIFICATION: An employee who performs work in a higher classification than his/her own, and pursuant to supervisory directive assumes all the responsibilities and duties of said classification of three (3) or more days in a seven (7) day work week, shall be paid for all time worked at the minimum rate of the classification to which he/she has been temporarily assigned should said rate be higher; if the rate is lower, than the employee shall be compensated by a one step increase,

which shall be a five percent (5%) increase, provided that in no event an employee's compensation may be reduced from that normally received.

17. BEREAVEMENT LEAVE: If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and be with the family without loss of pay from the day of death until the day after the funeral, but not more than a total of four (4) days. If a death occurs among other members of an employee's family, the employee will be excused from work to attend the funeral without loss of pay for one (1) day.

The phrase "members of an employee's immediate family" shall mean spouse, child, mother, father, sister or brother.

The phrase "other members of an employee's family" shall mean grandparent, grandchild, uncle, aunt, nephew, niece, cousin, brother-in-law, sister-in-law, mother-in-law or father-in-law.

18. SHIFT DIFFERENTIAL: A differential in pay will be accorded to employees assigned to the following shifts:

4 p.m. to 12 midnight	\$.25 per hour
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12 midnight to 8 a.m.	\$.35 per hour
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No shift differential shall be payable to those working less than four hours of a shift.

19. SENIORITY: Seniority is defined to mean the accumulated length of continuous service with the Township computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bonafide illness or injury certified by a physician not in excess of six (6) months.

Except where statutes otherwise provide, vacation schedules shall be arranged to afford the employee with the greatest seniority the preference.

20. CLOTHING: The Township shall provide safety glass coverings and safety hats for members of the unit as required by O.S.H.A. The Township shall also provide those employees required to wear steel-toed safety shoes with one pair of steel-toed safety shoes each calendar year. All of the above equipment shall be worn by or utilized when required by O.S.H.A. or Township regulations while on duty except when excused therefrom by the Township Administrator, based upon medical or physical reasons or other unusual circumstances, and safety equipment, shoes, et cetera, furnished by the Township shall not be worn or used when not on duty. If any employee shall fail to wear the special clothing while on the job or shall wear the clothing off the job, upon first violation, the employee shall receive a written reprimand with a copy to the President of the Representative; on the second violation, the employee shall lose one day's pay; and on the third and subsequent violation, the employee shall be disciplined as deemed appropriate by the Township.

The Township shall reimburse a member of the Association for the cost of prescription eye glasses lost or damaged in the performance of duty, provided that the reimbursement shall be based upon a receipt for the expenditure and shall not exceed the sum of \$50.00. The employee shall report the loss or damage to the appropriate department head immediately upon the occurrence of the loss or damage or immediately following the duty shift assignment to

be eligible for such reimbursement.

Mileage allowances for Court personnel for required travel to and from the municipal building, not including travel to and from for attendance during regular office hours shall be \$.205 per mile.

21. APPLICATION OF BENEFITS: Any employee benefits arising under this Agreement shall be prorated to that portion of a year an employee actually works and is employed. The employee benefits are applicable to full-time, permanent employees and it shall be within the discretion of the Township to allow benefits to be given to provisional or part time employees.

22. TEMPORARY DISABILITY BENEFITS:

The Township will provide Temporary Disability Benefits as required by law.

23. RIGHTS AND PRIVILEGES OF THE ASSOCIATION: The Association may have use once a month of a meeting room in the Township Buildings when appropriately scheduled through the Township Administrator. No employee shall be disciplined by the Township without being afforded the right of representation by a Representative of the Representative.

Representatives of the Association shall be permitted a reasonable amount of time to transact joint Union and Management business on the premises as long as it does not interfere with the assigned duties.

The Township will deduct dues from those unit members who execute a written authorization for the Township to do so, until the authorization is withdrawn in writing. The Association shall indemnify and save harmless the Township from any claims arising from

deduction of dues. All dues collected shall be turned over to the Association by the Township in a reasonable length of time.

24. PAST PRACTICES: This Agreement supersedes any past practice not otherwise covered by this Agreement and it supersedes any previous Agreement, verbal or written between the parties or any of them.

25. EMPLOYEE ADVANCEMENT: In the event that an employee shows special skills and his/her work record and performance are above average, the Township Administrator, in his sole discretion, may recommend to the Township Committee that the employee be advanced prematurely within his/her classification. The Township Committee may accept or reject this recommendation in its sole discretion. The Association will be notified in writing of any action taken under this paragraph.

26. TERM OF AGREEMENT: This Agreement shall take effect on January 1, 1985, and shall expire on December 31, 1987. Additionally, this Agreement shall continue in full force and effect thereafter from year to year unless either party notifies the other in writing at least one hundred and fifty (150) days prior to the budget submission date, as established by the Public Employment Relations Commission, of its election to terminate or modify this Agreement.

27. FULL UNDERSTANDING: This Agreement constitutes the entire understanding of the parties. It is the intent of the parties that during the term of this Agreement that neither side shall be required to negotiate or to re-negotiate over any of the subjects herein contained and that the contractual understanding between the

parties shall, during the term of this Agreement, be governed by the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials on the day and year above first written.

ATTEST:

Joseph Lawrence
Clerk

ATTEST:

Beverly A. P. Carter

TOWNSHIP OF BORDENTOWN

By: Richard J. Carson
RICHARD CARSON, Mayor

NJCSA, CWA, LOCAL 1044

By: John J. Zyzanski
President, Local 1044

By: Doris A. Maub
President, Bordentown Unit

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